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AGREEMENT

between the

CHIEF ADMINISTRATIVE OFFICER

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

and the

NEWARK VALLEY UNITED TEACHERS

NYSUT/AFT/AFL - CIO, LOCAL 2866

CONTRACT DURATION

July 1, 2007 through June 30, 2012

RECEIVED

DEC 16 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



Table of Contents

ARTICLE 1	1
RECOGNITION	1
ARTICLE 2	2
VACANCIES AND ASSIGNMENT	2
ARTICLE 3	2
PERSONNEL FILES	2
ARTICLE 4	3
TEACHER RESPONSIBILITY	3
ARTICLE 5	4
TEACHER EVALUATION	4
ARTICLE 6	4
RESIGNATION AND RETIREMENT	4
ARTICLE 7	6
LEAVE POLICY	6
ARTICLE 8	9
CATASTROPHIC PERSONAL DISABILITY LEAVE BANK	9
ARTICLE 9	10
PARENTAL LEAVE	10
ARTICLE 10	11
SABBATICAL LEAVE	11
ARTICLE 11	12
SALARY INFORMATION	12
ARTICLE 12	14
EXTRA DUTY PAY	14
ARTICLE 13	15
EXTRA EMPLOYMENT OPPORTUNITIES	15
ARTICLE 14	18
MILEAGE	18
ARTICLE 15	18
INSURANCE	18
ARTICLE 16	19
NON-RESIDENT TUITION	19
ARTICLE 17	20
GRIEVANCE PROCEDURE	20
ARTICLE 18	21
PERSONAL FREEDOM	21
ARTICLE 19	22
GRADUATE/UNDERGRADUATE CREDIT AND COURSE APPROVAL	22

ARTICLE 20	23
IN-SERVICE AND CONTINUING EDUCATION UNIT CREDIT	23
ARTICLE 21	23
MANAGEMENT RIGHTS	23
ARTICLE 22	24
CONTINUATION CLAUSE	24
ARTICLE 23	24
MISCELLANEOUS PROVISIONS	24
ARTICLE 24	24
UNION RIGHTS	24
ARTICLE 25	25
SAVINGS CLAUSE	25
ARTICLE 26	25
GUIDANCE COUNSELORS	25
ARTICLE 27	25
DISTANCE LEARNING	25
ARTICLE 28	26
NYSUT BENEFIT TRUST DEDUCTIONS	26
ARTICLE 29	26
TEACHER ASSISTANT PROVISIONS	26
ARTICLE 30	27
NATIONAL BOARD CERTIFICATION	27
ARTICLE 31	27
DURATION OF AGREEMENT	27
APPENDIX A	28
GRIEVANCE FORM	28
APPENDIX B	29
APPLICATION FOR COURSE APPROVAL	29
APPENDIX C	30
PERSONAL DISABILITY LEAVE BANK APPLICATION FORM	30
APPENDIX D	31
BLUEPPO vs BLUE CROSS/BLE SHIELD REGIONWIDE COVERAGE	31
BENEFIT COMPARISON	31
APPENDIX E	34
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN	

ARTICLE 1
Recognition

- 1.01 The Newark Valley Central School District Board of Education having recognized the Newark Valley United Teachers as the exclusive negotiating agent for all professionally certified employees, including teacher assistants, long term substitutes, and Occupational Therapists excluding the Superintendent of Schools, Assistant Superintendents of Schools, Building Principals, Assistant Building Principals, School Psychologists, and all other members of the administrative staff, extends to such unit unchallenged representation until seven (7) months prior to the expiration of this agreement as provided under Section 208, subdivision 2, of the Public Employees Fair Employment Act.
- 1.02 The parties agree to the following stipulations regarding the employment of long-term substitute teachers:
- 1.02.01 Stipulation One: Long-term substitute teachers shall be defined as those individuals who are employed in place of a regularly appointed teacher who has been granted a leave-of-absence by the Board of Education for a finite period of a school year equal to a semester or more.
- 1.02.02 Stipulation Two: Long-term substitute teachers shall perform all the duties normally required of the regular teaching staff.
- 1.02.03 Stipulation Three: Long-term substitute teachers shall, during their period of employment, be provided with only the following benefits listed below:
- | | |
|------------|--|
| Article 4 | Teacher Responsibility |
| Article 5 | Teacher Evaluation |
| Article 7 | Leave Policy (See stipulation four) |
| Article 11 | Salary Information |
| Article 12 | Extra Duty Pay |
| Article 13 | Extra Employment Opportunities |
| Article 14 | Mileage |
| Article 15 | Insurance (Provided long-term substitute teacher fills an encumbered position for a full year and the incumbent teacher is on <u>unpaid</u> leave only.) |
| Article 17 | Grievance Procedure |
| Article 18 | Personal Freedom |
| Article 22 | Continuation Clause |
| Article 23 | Miscellaneous Provisions |
| Article 25 | Savings Clause (Section 25.02 only) |
- 1.02.04 Stipulation Four: Salary, personal sick leave, death in the immediate family leave, serious illness in the family leave and personal days shall be pro rated if incumbent teacher is on unpaid leave only.
- 1.02.05 Stipulation Five: Initial salary placement shall be at the discretion of the Newark Valley Central School District, but may not be less than the appropriate teacher starting salary by existing contract understanding. In no instance will experience be recognized beyond ten (10) years.

ARTICLE 2
Vacancies and Assignment

- 2.01 Notification of all administrative and instructional vacancies in the school district shall be given to the Union President as soon as the decision is made to seek applicants in order to fill the vacancy.
- 2.02 Unit members who desire to apply for an administrative or instructional vacancy shall submit their applications in writing to the Superintendent.
- 2.03 Qualified unit members applying to fill a vacant administrative position will be interviewed by the Superintendent if requested in writing by the applicant.
- 2.04 Each interviewed candidate for an administrative vacancy will be notified in writing of the Superintendent's final decision in a timely fashion.
- 2.05 Assignment of certificated instructional personnel at time of entry into the Newark Valley Central School District is made under the direction of the Building Principal with the approval of the Superintendent.
- 2.06 Any transfer of a unit member must be approved by both the Building Principal and a team of teachers. If no agreement is reached regarding the transfer, the Building Principal will make the assignment.
- 2.07 Change of assignment (Transfer) as used in 2.06 above is defined and limited to the following situations:
 - 2.07.01 A change in grade level. (Example - Grade 3 to Grade 4)
 - 2.07.02 A subject not previously taught. (Example - American History to World History)
 - 2.07.03 A subject grade level not previously taught. (Example: English 10 to English 12).

ARTICLE 3
Personnel Files

- 3.01 Before any material is placed in a teacher's file that reflects on the job performance or personal reputation of the individual, the teacher will be given the opportunity to review, sign, and, if desired, respond in writing within ten (10) working days. It is understood that materials will be placed in the file only by the Superintendent of Schools or his/her designee.
- 3.02 Unsolicited complimentary letters and materials sent to a teacher or the school district pertaining to professional performance may be placed in the file by mutual agreement of the teacher and the Superintendent of Schools.

- 3.03 Teachers may have copies of all but confidential materials in their file reproduced upon payment of a reasonable cost.
- 3.04 Teachers will have the right, upon reasonable request, to review the contents of their official files, with the proper administrator or his designee. The teacher is entitled to have a representative of the Union present during this review and to respond to materials contained in the file. This right of review does not apply to confidential materials.

ARTICLE 4

Teacher Responsibility

- 4.01 Teachers are required to be on duty ten minutes before the students arrive and ten minutes after student dismissal.
- 4.02 Teachers shall perform their professional obligations. These obligations include, but are not limited to, faculty meetings, conferences (student and parent), assigned rotational duties, chaperone activities, clubs and activities, and being on duty during the prescribed hours.
- 4.03 Teachers shall not be absent from any teachers' meetings called by the Superintendent of Schools or his/her designee, unless such absence from said meeting is mutually agreed upon.
- 4.04 Except in emergency situations, teachers will be provided with an agenda at least one day in advance of the faculty meeting.
- 4.05 Teachers are expected to remain at school during the lunch period. If it is necessary to leave, they are to notify the main office in the building to which they are assigned.
- 4.06 Each teacher shall have a daily unassigned preparation time of at least thirty minutes in addition to a duty-free lunch period. Except in cases of emergency, no teacher will be required to assume the duties of another teacher. Exceptions to this policy will include situations where a teacher has been relieved of his teaching responsibility for such reasons as a testing program, a student teacher, or where the period of time is too short to warrant a substitute teacher being called.
- 4.07 A program on the elementary level, in which teachers are not required to be with their children during the lunch period, must provide for the following:
 - 4.07.01 Classroom teachers shall at the start of each year educate and train their students in the necessary lunchroom procedure and conduct.
 - 4.07.02 Classroom teachers shall make periodic checks throughout the year to ascertain how their students are functioning during the lunch period.
- 4.08 Except as required by emergencies, the school year shall be from September 1st to June 30th.

- 4.09 Returning teachers shall not be required to report to school more than two (2) working days prior to the arrival of students at the beginning of the school year.

ARTICLE 5

Teacher Evaluation

- 5.01 The chief purpose of the evaluation of the teaching staff and Annual Performance Review shall be to maintain a highly qualified competent staff, and to promote its continuing development.

To further these purposes, the supervisory personnel responsible for the evaluation of teachers acknowledge the right of the teacher to:

- 5.01.01 Know how well he/she is performing the duties and responsibilities of his/her position.
- 5.01.02 Know the areas in which improvement is needed.
- 5.01.03 Have candid appraisal of his/her work.
- 5.01.04 Discuss his/her evaluation reports with his/her supervisor.
- 5.01.05 Seek and receive supervisory assistance when needed.
- 5.01.06 Know and receive substantive documentation of his/her performance as it relates to the status of his/her employment.

- 5.02 The observation and evaluation procedures and instruments are contained in the ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN (see Appendix E).

- 5.03 It is agreed that evaluation of teachers by the Superintendent, a building principal, or any other person designated by them is a part of the professional growth of this school system, and that observations and evaluations cannot be grieved.

ARTICLE 6

Resignation and Retirement

- 6.01 Resignation and Retirement

A teacher intending to resign or retire should notify the Superintendent, in writing, at least 60 calendar days before such resignation or retirement is to take effect. This requirement may be waived at the discretion of the Superintendent. Whenever possible, an earlier notice should be given.

- 6.02 Early Retirement Notice Incentive

- 6.02.01 Eligibility requirements: In order to be eligible for this benefit, a teacher must:
 - Have worked in the district for at least ten (10) years, and

- Retire and be eligible to collect non-diminished retirement monies from the New York State Teachers Retirement System, and
 - If retiring at the end of the school year, notify the District, in writing, by December 1 preceding the intended retirement date.
 - If retiring at the end of the first semester during the school year, notify the District in writing by September 1 preceding the intended retirement date.
- 6.02.02 A lump sum payment will be made as a non-elective employer contribution to a mutually agreed to 403(b) account within thirty (30) days following the effective date of the teacher's retirement.
- 6.02.03 The amount of payment shall be \$20 for 2007-08, \$25 for 2008-09, \$30 for 2009-10, \$35 for 2010-11, and \$40 for 2011-12 per unused paid leave day at the date of retirement.
- 6.02.04 403(b) Non-elective Employer Contribution
- 6.02.04.01 No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- 6.02.04.02 Remittance: The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article 6.02.03 of the collective bargaining agreement. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within thirty (30) days of retirement.
- 6.02.04.03 The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
- 6.02.04.04 For purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- 6.02.04.05 403(b) Accounts Employer contributions, in the name of the employee, shall be deposited into the 403(b) account mutually agreed to by the employer and NVUT.
- 6.02.04.06 Section 6.02 shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the NVUT and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which

conform, as closest as possible, to the original intent of the parties.

6.02.04.07 Section 6.02 shall further be subject to the approval of the 403(b) Provider, which shall review Section 6.02 solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

6.02.04.08 Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE 7

Leave Policy

7.01 Leave Without Pay

7.01.01 The Board may grant a leave of absence for an extended period of time to any employee who is unable to perform his/her regular duties because of personal illness or disability upon recommendation of the Superintendent of Schools, provided a written request for such leave of absence is submitted by the employee and provided written certification of such illness or disability is received from the employee's physician or a school physician. Such leave of absence will be without pay except as the provisions of the Leave Policy shall provide to the contrary. Such leave of absence shall not be for more than one year's duration, but may be extended by the Board upon recommendation of the Superintendent of Schools.

7.01.02 Unpaid leave will be granted for the following purposes:

7.01.02.01 That the teacher may join VISTA, Peace Corps, National Teacher Corps. or Exchange Program. Such leave must be for one or more years.

7.01.02.02 Military Leave (up to four years)

7.01.02.03 Elected position in state or national union.

7.02 Leave With Pay

7.02.01 Paid Leave The number of days of paid leave granted to members of the teaching staff of the Newark Valley C.S.D. is to be determined at the rate of 1.5 days time (x) the months of service per year. (10 months = 15 days, 11 months = 16.5 days, 12 months = 18 days). Guidance counselors will be credited with 1 and ½ additional paid leave days after they work the additional twenty (20) days during the summer.

7.02.02 Unused paid leave under this section will accumulate without limit for each year of service in the Newark Valley C.S.D.

7.02.03 Paid leave under this Article may be taken for the following reasons and will be deducted from the employee's leave accumulation.

7.02.03.01 Personal Sickness or Disability

A doctor's certificate may be requested by the Superintendent of Schools for prolonged or frequent absences.

7.02.03.02 Death in the Family

Up to 5 days of paid leave may be used for each death in the family. Family includes all relatives of the employee and his/her spouse and members of the household.

7.02.03.03 Death Non-Family

In the instance of a non-family death leave will be determined at the discretion of the Superintendent of Schools on a case by case basis.

7.02.03.04 Serious Illness in the Family

Up to 5 days of paid leave may be used for each occurrence of serious illness in the family. Family includes all relatives of the employee and his/her spouse and members of the household.

7.02.03.05 Personal Business Leave (Paid/Unpaid)

7.02.03.05.01 An employee may take up to three (3) days of paid personal business leave per year. Such leave is to cover situations which cannot be transacted outside of regular working hours.

7.02.03.05.02 Personal business leave cannot be used for recreation or to extend a holiday or vacation, or for personal financial gain.

- 7.02.03.05.03 An employee may take up to two (2) unpaid personal business days per year. This personal business leave cannot be used for recreation, or to extend a holiday or vacation.
- 7.02.03.05.04 It is understood that when personal business must be transacted on a day immediately before or after a vacation such request will be honored. However, if there is any question concerning the use of a personal business day on a day immediately before or after a holiday or vacation, no payment for such leave will be made until the use of same has been substantiated by the employee or his/her designee.
- 7.02.03.05.05 A personal leave request must have prior written application through the building principal to the Superintendent. In case of emergency, notification will be given to the building principal by telephone or in person, and a written application completed upon returning to work. Except in cases of emergency, application should be filed at least five (5) days prior to the date of request.
- 7.02.03.05.06 The employee will certify that the leave request meets the above criteria. Efforts to determine the validity of the leave are not precluded by this clause, although it is not intended that these efforts will be regularly invoked.
- 7.02.03.05.07 Not more than 10% of any building's complement of faculty members will be granted such leave on the same day.
- 7.02.03.05.08 A unit member who uses up his/her personal business leave for religious holidays, and then is confronted with personal business that cannot be transacted outside of his/her regular working hours may make application for Additional Leave at section 7.05.01.

7.03 New York State Teachers' Retirement System Leave

7.03.01 Delegates to the New York State Teachers Retirement System shall be granted up to three days leave without loss of pay in order to fulfill their responsibilities as representatives of the faculty and the school district.

7.03.02 Any costs for substitute teachers for alternate or non-voting delegates will be reimbursed to the school by the faculty organization.

7.04 N.V.U.T. Leave

7.04.01 Up to four (4) days paid leave shall be granted to NVUT at the discretion of its president for the purpose of conducting its business. Such days may be taken in half days or whole day(s) blocks.

7.05 Additional Leave

7.05.01 Additional paid and unpaid leave time may be granted by the Board of Education upon recommendation of the Superintendent of Schools.

7.06 Jury Duty

In order that unit members may be eligible to fulfill the civic obligations without loss of pay or deduction from accruals, the following procedure will exist any unit member who is called for jury duty or serves on a jury will continue to receive regular compensation. The unit member will turn over to the District all compensation paid by the courts except the allowance for mileage. It is understood that if the court is dismissed early, the unit member will return to work.

ARTICLE 8

Catastrophic Personal Disability Leave Bank

8.1 The purpose of the bank is to provide extended paid personal disability leave to employees who have exhausted their paid leave days. The catastrophic personal disability leave bank shall not be used for post partum recovery of pregnancy and child birth.

8.2 A Personal Disability Leave Committee will be established to review and approve requests. Its members will consist of the Union President and one union member designee and the Superintendent and one designee.

8.3 Membership in the Catastrophic Personal Disability Leave Bank program will be mandatory for all employees.

8.4 In September of 2006 and September of 2007 each employee will contribute one day each year. New employees will contribute one day each year of their first two (2) years of service to the district.

- 8.5 An additional day will be added by each employee if the number of days in the bank falls below 100. Employees who do not have paid leave days to their credit at the time of such collection days, shall have a paid leave day deducted from those available to them when such sick days become available.
- 8.6 Any unused paid leave days from an employee who leaves the district (and is not compensated for accumulated leave) will be added to the bank to a maximum of fifty days per school year from all employees leaving school district employment in that year.
- 8.7 A first year employee can request a maximum of 30 days from the Catastrophic Personal Disability Leave Bank.
- 8.8 Employees requesting Catastrophic Personal Disability Leave Bank benefits must submit an application form to the Union president or Superintendent along with medical documentation. The medical documentation will be kept confidential. (The form will be included as an Appendix C in the contract.)
- 8.9 The request will include an expected date of return to normal duties.
- 8.10 Requests will be made for a maximum of 45 days, but an employee may resubmit for additional days. A lifetime limit of 180 personal disability bank days may be used by an employee.
- 8.11 The district shall give to the Union president a written accounting of the number of days in the Personal Illness Leave Bank by October 1 of each school year. The accounting shall include the days contributed for the current school year.
- 8.12 A simple majority of the Catastrophic Personal Disability Leave Committee members will be required for the approval of the first request. Granting of a second or multiple requests from the same person in one year will require a unanimous vote.
- 8.13 The procedure is not subject to the grievance procedure.
- 8.14 All proceedings of the committee are confidential and shall not be disclosed except when such disclosure is compelled by legal process.

ARTICLE 9

Parental Leave

- 9.01 A leave of absence without pay shall be granted upon request for the purpose of child rearing. The duration of such leave must be predetermined by the individual at the time of application and will be granted for a period not to exceed one (1) year. An extension, not to exceed a total leave of two (2) years, may be approved by the Board provided the employee requests such extension.
- 9.02 If possible, upon return from such leave, the teacher will be placed in the same or similar position held at the commencement of the leave.

- 9.03 Upon return from such leave the teacher will receive a salary pro rata on the basis of the time spent in the teaching year immediately prior to such leave.
- 9.04 During the period of leave the employee will not accrue any additional benefits under the contract.

ARTICLE 10

Sabbatical Leave

- 10.01 Sabbatical leaves are available to members of the instructional staff for the purpose of providing them with the opportunity to further broaden their education through advanced study. Sabbatical leaves are available according to the following policy:
- 10.01.01 That sabbatical leave be considered to be a full-time educational program with a minimum of 12 graduate hours per semester (9 hours per semester for doctoral studies), and applies only to permanently certified teachers.
 - 10.01.02 Unit members with at least seven years of service in the District will receive one half of their salary for each sabbatical leave.
 - 10.01.03 Such leave will be granted, upon the recommendation of the Superintendent and the approval of the Board, to two qualified members of the instructional staff per year.
- 10.02 Consideration for such leave will be based on the following:
- 10.02.01 School need
 - 10.02.02 Full year applicants
 - 10.02.03 Availability of a replacement for the candidate
 - 10.02.04 Relationship to the candidate's field
 - 10.02.05 First applicant
 - 10.02.06 Past effort and achievement in graduate study
- 10.03 Notice of intent to request a sabbatical leave must be submitted to the Superintendent by February 1st preceding the school year in which the sabbatical is desired. Formal application must be made by May 1st of the same year.
- 10.04 Employee granted a sabbatical leave may not obtain full-time work during the period of the sabbatical leave.
- 10.05 Candidates must agree to return to service for at least two years in the district upon completion of the sabbatical leave. The employee who fails to return to the district for two years shall refund all salaries and benefits which accrued to the individual. This will be mutually agreed upon in writing prior to the granting of the leave.

- 10.06 Candidates who accept sabbatical leave will be ineligible for further consideration for sabbatical leave for a period of at least seven years.

ARTICLE 11
Salary Information

- 11.01 For the 2007-2008 school year each returning unit member will receive a salary increase of 4.25% of his/her base salary for the 2006-2007 school year.

For the 2008-2009 school year each returning unit member will receive a salary increase of 4.25% of his/her base salary for the 2007-2008 school year.

For the 2009-2010 school year each returning unit member will receive a salary increase of 4.25% of his/her base salary for the 2008-2009 school year.

For the 2010-2011 school year each returning unit member will receive a salary increase of 4.25% of his/her base salary for the 2009-2010 school year.

For the 2011-2012 school year each returning unit member will receive a salary increase of 4.25% of his/her base salary for the 2010-2011 school year.

- 11.02 Each bargaining unit member will receive a salary worksheet with his/her first paycheck that explains how their salary was determined.

- 11.03 For employees who teach less than a full year, salary will be pro-rated.

- 11.04 For the purposes of calculating salaries of returning teachers who do not complete the preceding school year, base salary shall be defined as follows:

"The salary of the last school year plus the negotiated increase of the next school year prorated in accordance with the formula prescribed by Education Law §3101."

EXAMPLE:

Year 1 - Full year of teaching \$38,000.00

Year 2 - Teacher works 9/1/XX - 1/31/X1

Salary computed as follows

\$38,000.

+Negotiated Increase \$2,000.

Full Year Salary \$40,000.

Actual Salary

Salary Received: $5/10\text{ths of } \$40,000 = \$20,000$

Year 3 - Teacher returns for Full Year:

Base Salary \$40,000

Plus = 5/10ths of new increase

Increase = \$2000

Year 3 Salary:

$\$40,000 + 5/10\text{ths of Negotiated Increase} = \$1,000.$

\$41,000 (Base Salary)

11.05 The Newark Valley Central School District and Newark Valley United Teachers hereby agree that the difference between the salary of a teacher with one (1) year of experience holding a Bachelors or Masters degree and a teacher with no experience holding a similar degree must be at least \$300.00.

11.06 The Newark Valley Central School District and Newark Valley United Teachers hereby agree that in no year shall the difference between the salary of a teacher assistant in the second year of service to the District and a teacher assistant in the first year of service to the District be less than \$100.00.

11.07 Starting Salaries

11.07.01 Teacher with a Bachelors degree:

2007-2008	\$40,038
2008-2009	\$41,440
2009-2010	\$42,901
2010-2011	\$44,425
2011-2012	\$46,013

11.07.02 Teaching Assistants:

2007-2008	\$14,945
2008-2009	\$15,480
2009-2010	\$16,038
2010-2011	\$16,619
2011-2012	\$17,226

11.08 Service Increments

11.08.01 Service increments distributions will be added to base salary as follows.

11.08.02 For the 2007-2008 school year service increments equal to 1% of the starting teacher salary will be distributed to a teacher who has 18, 23, 28, 29, or 30 years of district service. Said service increments shall be cumulative (e.g., a 30-year member shall receive all 5 service increments).

11.08.03 For the 2008-2009 school year service increments equal to 1% of the starting teacher salary will be distributed to a teacher who has 13 or more years of district service plus a service increment if the teacher newly reaches their 18, 23, 28, 29, or 30 benchmark year of district service.

11.08.04 For the 2009-2010 school year service increments equal to 1% of the starting teacher salary will be distributed to a teacher who has 8 or more years of district service plus a service increment if the teacher newly reaches their 13, 18, 23, 28, 29, or 30 benchmark year of district service.

11.08.05 For the 2010-2011 school year service increments equal to 1% of the starting teacher salary will be distributed to a teacher who newly completes their 8, 13, 18, 23, 28, 29, or 30 benchmark year of district service.

- 11.08.06 For the 2011-2012 school year service increments equal to 1% of the starting teacher salary will be distributed to a teacher who has been granted tenure plus a service increment if the teacher newly reaches their 8, 13, 18, 23, 28, 29, or 30 benchmark year of district service.
- 11.08.07 Teaching assistants total years of district service shall count toward the service increment.
- 11.08.08 Teaching assistants service increments will be ½% of the starting teacher salary.
- 11.08.09 This service increment section will sunset June 30, 2012 unless both parties mutually agree to continue said service increments.

ARTICLE 12

Extra Duty Pay

- 12.01 Each coach/ advisor will receive a salary pursuant to the extra duty matrix below.

1 matrix point equals \$120.00 for 2007-08
 1 matrix point equals \$125.00 for 2008-09
 1 matrix point equals \$130.00 for 2009-10
 1 matrix point equals \$135.00 for 2010-11
 1 matrix point equals \$140.00 for 2011-12

Each coach/advisor will receive an extra duty matrix pay worksheet upon appointment to the extra duty position that explains how their extra duty matrix pay will be determined.

Matrix Base Points

Position	Base Points	Position	Base Points
Art Club	22	Var. Boys Cross Country	20.5
Drama	24	Var. Girls Cross Country	20.5
HS Honor Society	12.5	Mod. Cross Country	14
HS Newspaper	14	Fall Cheerleading	13.5
HS Student Council	15	Winter Cheerleading	17.5
Junior Class	10	Var. Boys B-Ball	36
Music Director	13	JV Boys B-Ball	26
MS Yearbook Advisor	10	7th Grade Boys B-Ball	17
Senior Class	16.5	8th Grade Boys B-Ball	17
Yorkers	15	Var. Girls B-Ball	34
Varsity F-B/Head	37	JV Girls B-Ball	26
Varsity F-B/Assist.	29	7th Grade Girls B-Ball	17
Mod. F-B/Head	17.5	8th Grade Girls B-Ball	17
JV F-B/Head	27	Var. Wrestling	36
JV F-B/Assist.	24	JV Wrestling	24
Mod. F-B	15.5	Mod. Wrestling	18
Bowling	19.5	Var. Baseball	27.5

Matrix Base Points			
Position	Base Points	Position	Base Points
Varsity Boys Soccer	27.5	JV Baseball	23
Varsity Girls Soccer	24.5	Mod. Baseball	17
JV Boys Soccer	17.5	Var. Softball	27.5
JV Girls Soccer	17.5	JV Softball	23
Mod. Girls Soccer	13.5	Mod. Softball	17
Mod. Boys Soccer	13.5	Var. Boys Track	27
Var. Volleyball	25.5	Var. Girls Track	27
JV Volleyball	16	Asst. Var. Track	14
8th Grade Volleyball	13.5	Mod. Track	14
7th Grade Volleyball	13.5	Asst. Mod Track	14
Varsity Field Hockey	25.5	Tennis	19.5
JV Field Hockey	18.5	Golf	18
Mod. Field Hockey	13.5	Interact Club	11

- 12.03 One base point will be awarded to an individual for each two seasons he/she has completed service in the sport or activity.
- 12.04 The compensation of the Athletic Director shall be 21% of his or her base teaching salary.
- 12.05 Compensation for post season play shall be at the rate of 1 matrix point for each week of post season play. (Such compensation does not become a permanent part of the coach's base rate of compensation.)
- 12.06 Any unit member who desires to establish a new club or activity for compensation shall submit his/her request on a form provided by the District.
- 12.07 A coach who formerly coached in Newark Valley CSD, another secondary school, or college and is appointed to coach the same sport (regardless of level) in the Newark Valley Central School District shall be given credit for his/her former coaching experience upon initial appointment to his/her coaching position.
- 12.08 Ticket Manager -The ticket manager is responsible for all personnel, monies, and tickets associated with home athletic contests that require the public to pay admission. Such person will be compensated at the rate of \$25/hour for ticket distribution and management of funds collected.

ARTICLE 13

Extra Employment Opportunities

- 13.01 Participants in extra employment programs will be remunerated as follows:
- 13.01.01 Curriculum work and other instruction assignments for teachers in \$33 per hour. The curriculum work rate shall be used for compensation for certified teaching assistants who tutor students outside school years.

- 13.01.02 The District will compensate teachers \$24 per hour for attendance at approved workshops outside school hours - limited to 8.0 hours per day maximum, unless requesting graduate credit accrual. (See Article 20).
- 13.01.03 The District will compensate teacher assistants \$17 per hour for attendance at approved workshops outside school hours - limited to 8.0 hours per day maximum, unless requesting graduate credit accrual. (See Article 20).
- 13.01.04 Music teachers are occasionally required to carry out various functions at All County , All State and High School graduation performances. It is agreed by and between the parties that music teachers involved in the above shall be compensated as follows:
- | | |
|-------------|----------|
| Partial Day | \$ 75.00 |
| Full Day | \$100.00 |

These functions must have prior administrative, approval and the function must be clearly identified with the above performances.

- 13.01.05 Department Chairs/Grade Level Chairs the following positions will be funded:

NTH	M S	H S	District Wide
K	4	Soc. St.	Music-Art
1	5	English	Home Careers-Health-PE
2	6	Science	Technology-Business
3	7	Math	Foreign Language
K-3 Related Services (AIS & Sp. Ed)	Special Areas Middle School Chair	Grade 8	

These positions will be directly responsible to the Building Principal and Assistant-to-the Superintendent. Application will be made through the Building Principal. Staff wishing to be considered for these appointments must be familiar with the job description.

Compensation will be 1.3% of their individual salary in the school year plus \$350.

- 13.01.06 Compensation for teachers who participate in the 8th grade student orientation meeting that occurs prior to the start of the academic school year shall be fifty dollars (\$50) per teacher.

- 13.01.07 The Comprehensive Academic Improvement Team (CAIT) members shall, as determined by the Superintendent, be given release time from their regular duties or paid at the curriculum work rate for authorized additional working hours.
- 13.02 Ticket takers will be remunerated as follows: \$18.00 per event.
- 13.03 Event Staff
- Event Staff will be remunerated as follows:
Event manager: \$28.00 per event.
Football announcer: \$28.00 for each home varsity football game.
Scorekeepers: \$28.00 per event
Timekeeper: \$28.00 per event
- 13.04 Accompanists will be compensated at a rate of \$25.00 per hour for class-time rehearsals and the performance. The middle school and high school choral teachers shall send to the superintendent an estimated number of class periods needed for practices.
- 13.05 Middle School - Student Council advisor will be remunerated as follows: \$33 per hour school year, not to exceed 70 hours per school year.
- 13.06 Unit members will have an opportunity to engage in approved curriculum writing projects under the following conditions:
- 13.06.01 District initiated projects will be posted in a timely fashion.
- 13.06.02 Participating unit members for each approved project will negotiate the compensation, project length, payment schedule and periodic project evaluation with the Superintendent or his/her designee.
- 13.06.03 Unit members may initiate curriculum writing projects subject to the approval of the Superintendent.
- 13.06.04 Participation in curriculum writing projects does not preclude professional responsibility of all unit members to engage in curriculum activities.
- 13.07 Participation in extra employment opportunities will be on a voluntary basis.
- 13.08 Inservice is defined as professionally related course or experience which is attended outside normal work hours and which the district has not financed. Inservice courses/experiences are subject to the approval of the Superintendent or his/her designee.
- 13.09 Teachers serving as mentors shall be compensated \$1,000 per mentee for each school year.

ARTICLE 14

Mileage

- 14.01 Those teachers who are required by the District to use their personal vehicles to travel between district buildings on a regular basis will receive reimbursement as follows:

\$150 annually for one daily trip
\$300 annually for two or more daily trips

ARTICLE 15

Insurance

- 15.01 The Newark Valley Central School District will provide each bargaining unit member with a choice of two (2) insurance plans. The District agrees to provide a monthly opportunity for a bargaining unit member to switch from Plan I to Plan II or vice versa.

Plan I

- An indemnity health insurance plan with benefits equal to or better than those provided on June 30, 1992.
- A prescription drug rider with \$1 generic/\$4 brand name co-pay. A mail order prescription drug rider with \$0 generic/\$5 brand name for a three-month supply.
- The District's contribution for the individual or family plan for the 2007-2011 school years will be 95% of the Plan II (see below) insurance premium of the individual or family policy. For the 2011-12 school year the District's contribution will be 95% of the Plan II insurance premium minus \$251.35 for the individual plan and minus \$624.56 for the family plan.

Plan II

- A PPO insurance plan with benefits equal to or better than the Blue Cross/Blue Shield Regionwide Blue PPO – Plan H available April 3, 2003. (see Appendix D)
- The District's contribution for the individual or family plan for the 2007-2011 school years will be 95% of the PPO insurance premium. For the 2011-2012 school year the District's contribution will be 95% of the PPO insurance premium minus \$251.35 for the individual plan and minus \$624.56 for the family plan.

- 15.02 Retiree Insurance

- The District agrees, as in the past, to permit the surviving non-unit member spouse and dependents, as defined in the health insurance contract, to purchase insurance coverage through the District Employee Group Plans as allowable by the insurance carrier and providing that the aforementioned survivors pay 100% of the premium rate.

- In order to be eligible for the health insurance benefit at retirement, the unit member must complete ten years of working service in the District and be eligible to receive non-diminished service retirement benefits through the NYSTRS.
- Retirees prior to September 2, 2003 will have the choice of either insurance plan outlined in section 14.01. The District's contribution for Plan I will be 89% of the insurance premium. The District's contribution for Plan II will be 95% of the insurance premium. Retirees after September 3, 2003 will have the choice of either insurance plan outlined in Section 14.01. The District's contribution for Plan I will be 95% of the Plan II insurance premium of the individual or family policy. The District contribution for Plan II is 95% of the PPO insurance premium.
- The District agrees to provide a monthly opportunity to eligible retirees to switch from Plan I to Plan II or vice versa.

15.03 A group dental plan is in force and any employee may have this benefit in the manner as set forth by the regulations required under this policy. Application is made through the Business Office. The above plan, currently in use, is known as the Blue Cross/Blue Shield (Schedule A) to include Basic, Additional Basic, Periodontics and Orthodontics. Effective July 1, 2001 (or as soon thereafter as possible), Schedule B shall become effective. The third party administrator for the district offered dental insurance plan will be Excellus Benefit Solutions.

15.03.01 The District's contribution for the individual and family will be 90%.

15.03.02 The District will allow retired teachers and their surviving spouses to purchase dental insurance through the employee group plan provided that they assume 100% of the associated cost.

The parties agree that the above is conditional on the approval of Blue Shield.

15.04 The District will maintain a flexible spending program for bargaining unit members.

ARTICLE 16

Non-Resident Tuition

16.01 Non-resident unit members may enroll their children in the Newark Valley Central School District in accordance with Board of Education policy and procedures.

16.02 Non-resident unit members who enroll their children in the Newark Valley Central School District will receive a fifty percent discount on the established tuition rates.

ARTICLE 17
Grievance Procedure

17.01 **Declaration of Purpose**

17.01.01 It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint or reprisal. The grievance form is located in Appendix "A."

17.02 **Definitions:**

17.02.01 A grievance is the complaint by the union of an alleged violation of any of the terms and conditions of this agreement between the employer and the employees.

17.02.02 The term Supervisor: shall mean principal, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.

17.02.03 The Chief Officer: is the Superintendent of Schools.

17.02.04 Union: shall mean the Newark Valley United Teachers.

17.02.05 Aggrieved Party: shall mean the union.

17.02.05 Day: shall mean working days.

17.03 **Procedures**

17.03.01 **Stage I**

17.03.01.01 All grievances will be brought to the attention of the appropriate supervisor within a reasonable length of time, not to exceed thirty (30) days of the act or conditions becoming known. The aggrieved will discuss the grievance with the supervisor immediately responsible with the objective of settling the matter informally. If this conference does not resolve the grievance, the aggrieved will submit the grievance in writing to the immediate supervisor within five (5) days.

The immediate supervisor will answer the complaint, in writing, within five (5) days. The written notice shall include the name and position of the aggrieved party, a statement of the nature of the grievance, the time and place of the alleged grievance, the identity of the party(s) responsible, and the redress sought by the aggrieved party.

- 17.03.01.02 In the event the alleged grievance is system wide and cannot be settled at the building level, the grievant may carry the grievance directly to the Superintendent of Schools within five (5) days after discussing the grievance informally with the building principal.
- 17.03.02 Stage II
- 17.03.02.01 If the aggrieved is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further, the union representatives shall, within ten (10) days, file a written appeal with the Chief Executive Officer along with copies of the decision.
- 17.03.03 Stage III
- 17.03.03.01 Within ten (10) days after the receipt of the appeal, the Chief Executive Officer shall hold a hearing with the aggrieved party and all other parties of interest.
- 17.03.03.02 The Chief Executive Officer shall render a decision in writing to the aggrieved party within ten (10) days after the conclusion of the hearing.
- 17.03.04 Step IV
- 17.03.04.01 If the Union is not satisfied with the decision reached in Stage III the Union and the District agree to final and binding arbitration on the grievance according to the procedures of the American Arbitration Association. Costs for such arbitration shall be shared equally between the Board and the Union.
- 17.03.04.02 The union has the right to be represented by a person or persons designated by it at any or all stages of this procedure. Cost of such representation, if any, shall be borne by the party requesting representation. The Board and the District reserve the right to such representation also.

ARTICLE 18

Personal Freedom

- 18.01 The personal life of a teacher is not an appropriate concern or attention of the Board of Education except as it may directly prevent the teacher from performing properly his/her assigned functions during the workday.

ARTICLE 19
Graduate/Undergraduate Credit and Course Approval

- 19.01 Teachers will make timely application to the Superintendent of Schools for all course approval and graduate credit. Teacher assistants will make timely application to the Superintendent of Schools for all undergraduate course approval. Applications for fall courses must be made by August 15. Applications for spring courses must be made by January 1. Applications for summer courses must be made by June 15. The Superintendent of Schools or his designee will give a timely notification of approval or disapproval of all requests.
- 19.02 The applicant will indicate on the application, on a course by course basis, the option to receive tuition payment as per Section 19.03 (below) or receive as part of his/her regular salary, payment at the rate \$47.50 per graduate hour for each block of 9 graduate hours. The latter option does not apply to graduate hours earned prior to July 1, 1997 except for graduate hours that were in the "pipeline" and will result in a block of 15 graduate hours earned after July 1, 1997. All current contractual conditions and practices remain in effect for the payment of graduate hours.
- 19.03 If the employee so chooses the tuition option (19.02 above), tuition for graduate courses approved by the Superintendent of Schools or his designee will be paid as per the following:
- 19.03.01 A limit of 6 credit hours per semester and 15 credit hours per summer session.
- 19.03.02 Courses and associated work will be done after the professional duties and the work day are completed.
- 19.03.03 Tuition charges to be paid will be no greater than \$300.00 per hour for teachers graduate coursework and no greater than \$200.00 per hour for teacher assistants undergraduate coursework.
- 19.03.04 Tuition will be paid only for those courses where the candidate satisfied the college requirements, received a passing grade and submitted a transcript to the Superintendent of Schools.
- 19.03.05 The teacher receiving payment must be a full time employee of the school district at the time when the courses are taken.
- 19.04 To insure proper compensation or remuneration under this Article the unit member must present the district with evidence of satisfactory completion of the course(s).
- 19.05 Satisfactory completion as referenced in Section 19.04 above shall mean:
- A grade of C or better
 - Pass (Pass/Fail)
 - Satisfactory (Satisfactory/Unsatisfactory)

APPLICATION FOR COURSE APPROVAL
APPENDIX "B"

ARTICLE 20
In-Service and Continuing Education Unit Credit

- 20.01 Teachers will make timely application to the Superintendent of Schools for all in-service and continuing education unit (CEU) approval. Teacher assistants will make timely application to the Superintendent of Schools for all in-service approval. The Superintendent of Schools or his designee will give a timely notification of approval or disapproval of all requests.
- 20.02 The applicant will indicate on the application, whether he/she wants tuition/registration paid and payment for the in-service at the rate of \$18.00 for each approved in-service hour - or - tuition/ registration not paid and graduate credit at the rate of fifteen approved in-service hours generating one graduate credit hour.
- 20.03 In the event the applicant is applying for CEU approval he/she will indicate on the application whether he/she wants tuition/registration paid and payment for the CEU at the rate of \$18.00 for each approved CEU hour - or - graduate credit at the rate of twenty four approved CEU hours generating one graduate credit hour.
- 20.04 Attendance at in-service and CEUs will be outside of the regular work day and the unit member is responsible for any tuition/registration payment if requesting graduate credit accrual.
- 20.05 To insure proper compensation or remuneration under this Article, the employee must present the district with evidence of satisfactory completion of the in-service or CEU.
- 20.06 Each unit member shall attend up to 12 hours of specified in-service outside of the contractual school day, beyond Superintendent conference days, and between September 1 and June 30 of each school year. The in-service will be identified and scheduled by the District according to available options. Attendees will be compensated at the appropriate hourly workshop rate. Notice of the in-service offerings for the first semester will be set forward by the District by the first day of the first semester. Notice of the in-service offerings for the second semester will be set forward by the District by the first day of the second semester.

ARTICLE 21
Management Rights

- 21.01 Except as expressly limited by provisions of this Agreement, the authority rights and responsibilities delegated under Law to this Board, are retained by said Board; included but not limited to, the right to determine programs, objectives and policies of the District, the curriculum and the selection, hiring, appraisal, promotion, assignment, discipline, transfer, and discharge of employees, as permitted by law, to establish, classify and allocate new positions and to reclassify, reallocate and eliminate existing positions, as the law permits; and to do all else the law may dictate, require or permit this Board in the discharge of its duties to provide public education within this public school district.

- 21.02 The District has the right to direct unit members to wear photographic badges while on duty.
- 21.03 Upon the recommendation of the Superintendent of Schools and with the approval of the Board of Education, the salaries of all unit members may be increased. Both sides acknowledge that previously bargained salaries may never decrease by operation of this clause.

Payments authorized in this clause may not be made during on-going negotiations for a successor agreement, or any time between January 1st of the year in which the contract expires and the conclusion of successor negotiations.

ARTICLE 22

Continuation Clause

- 22.01 This agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2012. If an agreement has not been reached on or before the expiration date of this contract, all provisions of this contract shall remain in effect until agreement on a new contract has been reached.

ARTICLE 23

Miscellaneous Provisions

- 23.01 This agreement shall supersede any rule, regulation, or practice which is contrary to or inconsistent with its terms.
- 23.02 If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 23.03 Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later. Twenty-five additional copies will be given to the President of the Union.

ARTICLE 24

Union Rights

- 24.01 The Newark Valley United Teachers shall have the privilege of utilizing the staff mailboxes and faculty room bulletin boards for the purpose of distributing organizational information. In conjunction with the School District Policy 6420, the President of N.V.U.T. will be designated by the Superintendent of Schools to facilitate the distribution of such materials.

- 24.02 Meeting rooms for the purpose of conducting organizational business will be made available to N.V.U.T. upon prior request as per Board of Education Policy 3280.

ARTICLE 25
Savings Clause

- 25.01 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item except by mutual consent.
- 25.02 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACT109 TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 26
Guidance Counselors

- 26.01 Guidance counselors shall work 20 days during the summer months on days on which classroom teachers are not required to be in attendance. These days will be set by the building principal, after consultation with the particular guidance counselor.
- 26.02 During the academic year, September 1 through June 30, guidance counselors shall be assigned, by the building principal, up to ten days in excess of the work year established for classroom teachers. If a guidance counselor desires to work days in addition to those assigned, the guidance counselor shall notify the building principal in writing of such desire and the additional days will be assigned. Under no circumstances shall the total days in addition to the classroom teachers' work year exceed ten days for the academic year.
- 26.03 The per diem rate for the days in July and August and the additional work days in excess of the classroom teachers' work year shall be one two-hundredths of the salary established for the guidance counselor for that particular school year. The base salary for each guidance counselor shall be established on the basis of a classroom teachers' work year.

ARTICLE 27
Distance Learning

- 27.01 The use of Distance Learning programs shall not result in reduction in the number of fulltime positions within the bargaining unit.
- 27.02 Bargaining unit participation shall be on a voluntary basis. In the event, however, no volunteers certified to teach the course are forthcoming, the principal can assign the least senior teacher in the department who is certified to teach the course.

- 27.03 Distance Learning equipment shall not be used to monitor teacher performance. Participating bargaining unit members shall be evaluated in the same manner as all other bargaining unit members.
- 27.04 No teacher shall be expected to participate in Distance Learning without adequate training.
- 27.05 Tapes of lessons broadcast shall be made only at the discretion of the participating bargaining unit members. Contents of such tapes shall remain the property of the district and shall be used only as the teacher permits.
- 27.06 No past practice shall be established related to Distance Learning during the duration of this agreement.

ARTICLE 28

NYSUT Benefit Trust Deductions

- 28.01 The District agrees to deduct from the salaries of unit members authorized and voluntary payments to the NYSUT Benefit Trust.
- 28.02 Deductions will begin with the second pay period and will continue over twenty (20) consecutive pay periods in equal installments.
- 28.03 All monies derived from the deduction of payments to NYSUT Benefit Trust; as described above, shall be transmitted directly and monthly to New York State United Teachers and by so doing, the District is held save harmless from any fiduciary responsibility thereafter.
- 28.04 A two week notice will be required of an employee who wishes to commence change, terminate his/her deduction for Benefit Trust program under this section. (Notice must be given in writing to the Business Office.)

ARTICLE 29

Teacher Assistant Provisions

- 29.01 All clauses apply to teacher assistants except:
- Article 2 Vacancies and Assignments 2.06 and 2.07
 - Article 4 Teacher Responsibility 4.06 Preparation time for the teacher assistants shall be determined by the administration.
 - Article 10 Sabbatical Leave
 - Article 13 Extra Employment Opportunities does not apply except 13.01.01 and 13.01.03
 - Article 19 Graduate Credit and Course Approval (Article 19 applies, except 19.02)
 - Article 19 In-Service and Continuing Education Unit Credit (Article 20 does not apply, except 20.01 and 20.05 do apply)
 - Article 26 Guidance Counselors
 - Article 27 Distance Learning

- 29.02 A teacher aide who becomes a teacher assistant will be credited with the sick days he or she accumulated as a teacher aide.


ARTICLE 30
National Board Certification

- 30.1 Each teacher who receives National Board Certification shall receive a \$5,000 stipend for the first school year and \$1,000 stipend for each subsequent year the certificate is valid.

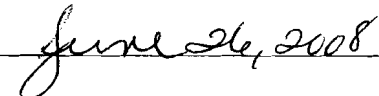
ARTICLE 31
Duration of Agreement

- 31.1 This contract shall be effective as of July 1, 2007 through June 30, 2012.

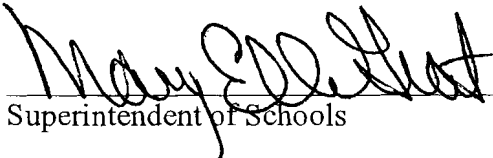
IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this
26 day of June, 2008.



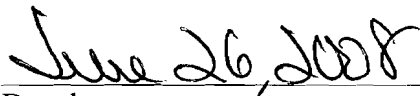
President
Newark Valley United Teachers



Dated



Superintendent of Schools



Dated

BO/njg
cwa 1141

APPENDIX A
Grievance Form

Date: _____ Stage I _____ Stage II _____ Stage III _____

Grievant: _____ Position _____

*Nature of Grievance:

Remedy Sought:

Grievant's Signature:

Management Reply:

Date: _____ Signature: _____

*Include appropriate contract article (s).

Copies to: Appropriate Supervisor
Grievance Committee Chairperson
Grievant

APPENDIX B

NEWARK VALLEY CENTRAL SCHOOL DISTRICT

Newark Valley, New York 13811

Application for Course Approval

Date _____

Applicant _____

Course Title and Description:

Credit Hours _____ Semester _____

Date by which approval is sought _____

Name of College

How does this course relate to your teaching assignment?

Approved _____ Denied _____

Reason for denial

(Signature) Superintendent of Schools

Option under Article 19 of NVUT Contract:

_____ I wish to receive tuition payment as per 19.03 of the contract.

_____ I wish to have the hours earned become a regular part of my salary at the rate of \$47.50
per graduate hour for each block of 9 graduate hours.

NOTE: It is your obligation to read and understand Article 19 of the NVUT contract.

Request Are To Be Submitted In Duplicate.

6/95

APPENDIX C

Newark Valley Central School District
District Office
79 Whig Street
Newark Valley, New York 13811
(607) 642-3221

Personal Disability Leave Bank Application Form

Pursuant to the collective bargaining agreement, Article 8, between the Newark Valley Teachers' Association and the Superintendent of the Newark Valley Central School District, a unit member requesting personal disability leave bank days must apply for said days by submitting this completed form to the President of the Association or Superintendent of Schools.

Medical documentation stating the reason for the disability must be attached to this application. The medical documentation attached to this application form shall remain confidential so as not to violate the unit member's HIPAA rights.

Requested by: _____ Position: _____

School/Location _____ Subject/grade: _____

Reason for absence: _____

Expected dates of absence: _____

Number of Leave Bank Days requested: _____

Expected date or return: _____

Teacher's signature: _____ Date: _____

Submit completed application with medical documentation to President of NVUT or Superintendent of Schools.

For the Newark Valley United Teachers

For the Newark Valley CSD

DATE: _____

DATE: _____

APPENDIX D
BluePPO vs Blue Cross/Blue Shield REGIONWIDE Coverage
BENEFIT COMPARISON

TYPE OF SERVICE	BLUEPPO PLAN II		INDIVIDUALLY
	IN-NETWORK	OUT OF NETWORK	BLUE CROSS/BLUE SHIELD REGIONWIDE PLAN I
Deductible	None	Individual: \$250 Family: \$750	\$50 Major Medical (Family = 3 Individual)
Lifetime Maximum	Unlimited		\$1,000,000 Major Medical
Out of Pocket Maximum <i>(Includes deductibles and coinsurance)</i>	None	Individual: \$1,000 Family: \$3,000	Major Medical - \$400 per person/per year (excluding deductible)
PHYSICIAN SERVICES	Coinsurance - None	Coinsurance: 20%	
Office visits	\$10 co-pay per visit	deductible + coinsurance	Subject to deductible + 20% coinsurance
Well Child Services: \$ Periodic Health Exams \$ Immunizations	100% of allowable amount ages 0-19	100% of allowable amount ages 0-19	! Paid-in-full ages 0-19
Allergy Testing	Office co-pay per visit	deductible + co-insurance	Subject to deductible + 20% coinsurance
Allergy Treatments	Covered in Full	deductible + co-insurance	Subject to deductible + 20% coinsurance
Chiropractic Services	Office co-pay per visit	deductible + co-insurance	Subject to deductible + 20% coinsurance
OUTPATIENT SERVICES			
Outpatient Surgeons Fee	\$10 copayment	deductible + co-insurance	! Paid-in-full
Outpatient Physical Therapy	Covered-in-full	deductible + co-insurance	Paid-in-full when rendered in outpatient hospital setting Subject to deductible + 20% coinsurance when rendered in provider office
Occupational or Speech Therapy	Covered in-full	deductible + co-insurance	Considered part of Home Health Care benefit only. Limited Speech Therapy benefit under Major Medical. Please consult contract.
Diagnostic and Treatment Services (Lab testing & X-Ray)	\$10 copayment	deductible + co-insurance	Paid-in-full if rendered in outpatient hospital setting and/or providers office.

EMERGENCY SERVICES			
Emergency Room Care	\$50 copayment per visit	deductible + coinsurance	Covered in full when medical emergency or accidental injury
Ambulance	\$10 copayment	deductible + coinsurance	Covered in full if admitted or emergency outpatient
HOSPITAL SERVICES			
Days of Room and Board in Semi-Private Room	Covered in Full (unlimited days)	deductible + coinsurance	! 365 days – additional days under Major Medical
Inpatient Surgery (Surgeons Fee)	Covered in Full	deductible + coinsurance	! Paid in full
Anesthesia	Covered in Full	deductible + 20% coinsurance	! Paid in full
Inpatient Skilled Nursing Facility (SNF)	Covered in Full up to 120 days per SNF stay – 90 day renewal	deductible + coinsurance up to 120 days per SNF stay – 90 day renewal	! Paid in full
WOMENS HEALTH AND MATERNITY CARE			
Mammography/Pap Test	Covered in full	deductible + coinsurance	! Paid in full
Initial Pregnancy Consultation	Office co-pay	deductible + coinsurance	Subject to deductible + 20% coinsurance
Prenatal/Postpartum Services	Covered in full	deductible + coinsurance	! Paid in full
Child Birth Education Classes	No benefit	No benefit	No benefit
Delivery (Physicians charge)	Covered in full	deductible + coinsurance	! Paid in full
Hospital Services	Covered in full	deductible + coinsurance	! Paid in full
Birthing Center	Covered in full	deductible + coinsurance	! Paid in full
Newborn Inpatient Care	Covered in full	deductible + coinsurance	Paid in full – family policy only

MENTAL HEALTH, ALCOHOLISM AND SUBSTANCE ABUSE TREATMENT SERVICES

Acute Outpatient Mental Health Treatment	50% copayment - 20 visits per calendar year	Subject to deductible – 50% for 20 visits per calendar year	Subject to deductible – 80% for 30 visits per calendar year
Acute Outpatient Alcohol or Substance Abuse Treatment Services	Covered in full (up to 60 visits per calendar year)	deductible + coinsurance (up to 60 visits per calendar year)	! Paid-in=full – 60 visits per calendar year
Acute Inpatient Treatment, Alcohol, or Substance Abuse Rehabilitation Services	Covered in full – 37 days (2 admissions per lifetime)	deductible + coinsurance	Acute Inpatient Care – covered in full Approved Residential Facility – 28 days covered at 80% under MM
Acute Inpatient Mental/Nervous Conditions	Covered in full – 30 days per year	deductible + coinsurance	Covered under basic Blue Cross
OTHER HEALTH SERVICES			
Home Health Care Services	Covered in full – unlimited visits	deductible + coinsurance	! 40 visits Blue Cross 325 additional visits under Major Medical
Hospice Services	Covered in full – unlimited days	deductible + coinsurance	! Paid in full up to 210 days
Durable Medical Equipment	20% coinsurance	deductible + coinsurance	Subject to deductible and 20% coinsurance
Prosthetic Devices (\$15,000 Calendar Year Maximum)	20% coinsurance	deductible + coinsurance	Subject to deductible and 20% coinsurance
Elective Sterilization	Office copay	deductible + coinsurance	Covered in full
Diabetic Services and Equipment	Office copay per item	deductible + coinsurance	Subject to deductible and 20% coinsurance
Routine Physical	Office copay	deductible + coinsurance	\$50 for an annual physical for an active employee over age 50
PRESCRIPTION DRUGS			
Retail & Mail-Order	\$5/\$15/\$30 Mail Order \$15/\$45/\$90 (90 day supply – copay is for 3 monthly scripts) Subject to preferred drug list		\$1.00 Generic/\$5 Brand Copay Retail \$0 Generic/\$5 Brand Mailorder – 3 months = 1 copay

° You are responsible for the difference between charges and the BCBS allowable amount

! Our allowance is accepted as payment-in-full when services are rendered by a BlueCross BlueShield participating provider

****Pre-Authorization Required on All Inpatient admissions, home health, infusion therapy, DME over \$200, MRI, CAT and PET scans for Blue PPO Program.**

Please note: This is an outline of benefits only. Complete info will be in the group benefit contract(s). Benefits are subject to medical necessity as determined by carrier.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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APPENDIX E

**Annual Professional
Performance Review Plan
March 2002
Revised
September 2003
May 2008**



**Newark Valley
Central School District**

Committee Members

(Original Committee)

Jim Benner

Sue Fedorwich

MaryEllen Grant

Phyllis Kaufman

Jill Keeler

Suzanne Lachman

Beth Marshall

Jane Posner

Jerry Rhodes

Doug Saunders

Sherry Warchocki

Vickie Wychock

The APPR applies to:

All teachers

Guidance counselors

School Psychologists

School Social Worker/Outreach Counselor (2008- NA)

Speech Pathologist

Speech Therapist

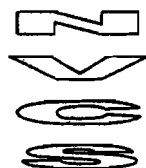


Table of Contents

| | |
|---|-----|
| Professional Performance Review Overview..... | 1-2 |
|---|-----|

Annual Evaluation

| | |
|---|-------|
| Overview | 2 |
| Annual Summative Evaluation: Teachers..... | 3-4 |
| Teacher Annual Summative Evaluation Rubric | 5-7 |
| Annual Summative Evaluation: Pupil Personnel | 8-9 |
| Pupil Personnel Formative Evaluation | 10-15 |
| Annual Summative Evaluation: School Psychologist..... | 16-17 |
| School Psychologist Formative Evaluation..... | 18-21 |

Observation

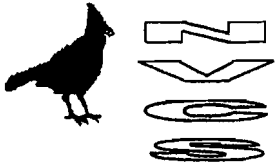
| | |
|-------------------------------------|-------|
| Overview | 22 |
| Teacher Pre-Observation Form | 23 |
| Teacher Observation Rubric..... | 24-26 |
| Teacher Post-Observation Form | 27 |

Tenured Teacher Options

| | |
|---------------------------------|-------|
| Option Worksheet | 28 |
| Portfolio..... | 29-30 |
| Teacher Journal | 31 |
| Videotape | 32 |
| Problem-Based Team..... | 33 |
| Support Team Approach | 34 |
| Action Research | 35-36 |
| Professional Presentation | 37 |

| | |
|------------------------------------|-------|
| Professional Improvement Plan..... | 38-42 |
|------------------------------------|-------|

| | |
|--------------------------------|----|
| Informal Observation Form..... | 43 |
|--------------------------------|----|



Professional Performance Review

Non-Tenured

Year 1

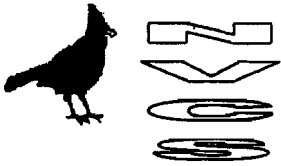
- 2 Formal observations (at a minimum), one in the first quarter and one in the third quarter.
 - Each includes a pre-conference and post-conference meeting
- 4 Informal observations, first no later than October 15, second no later than January 30, others by June 1. Each Informal Observation will be at least 15 minutes. Supervisor will provide written comments on "A Super Second" form (with copy to staff member). (See Attachment #1)
- Annual Summative Evaluation with supervisor
 - ❖ Conference with employee may be held anytime in the last quarter of the school year.
 - ❖ Completed copy of Evaluation to employee no later than last day of staff attendance.

Years 2 and 3

- 2 Formal observations, no later than December 1 and May 1
 - Each includes a pre-conference and post-conference meeting
- 2 Informal observations, no later than June 1 Each Informal Observation will be at least 15 minutes. Supervisor will provide written comments on "A Super Second" form (with copy to staff member). (See Attachment #1)
- Annual Summative Evaluation with supervisor
 - ❖ Conference with employee may be held anytime in the last quarter of the school year.
 - ❖ Completed copy of Evaluation to employee no later than last day of staff attendance.

Tenured

- All tenured teachers will receive an Annual Summative Evaluation and will also choose one of the following:
 - Observation
 - Problem Based Team
 - Support Team Approach
 - Journal
 - Action Research
 - Videotape
 - Portfolio
 - Presentation to a group of educators



Professional Performance Review

Employees Providing Pupil Personnel Services

Those providing Pupil Personnel Services will receive an Annual Summative Evaluation and will also receive formative evaluations on the same schedule as classroom teachers.

Personnel Needing Improvement

- Development of an individualized Professional Improvement Plan (PIP)

ANNUAL EVALUATION

Annual evaluations are intended to provide a mechanism for dialogue between the employee and the supervisor to review goals, progress, and expectations. Evidence for the evaluation will come from multiple sources and may include:

- Formal and informal observations
- Problem Based Team
- Support Team
- Journal
- Action Research
- Videotape
- Portfolio
- Presentation to a group of educators

Conference with employee may be held anytime in the last quarter of the school year.

Completed copy of Evaluation to employee no later than last day of staff attendance.

Newark Valley Annual Summative Evaluation: Teacher

- ❖ Conference with employee may be held anytime in the last quarter of the school year.
- ❖ Completed copy of Evaluation to employee no later than last day of staff attendance.

Name: _____ Date: _____ Building: _____
 Grade: _____ Subject: _____

| Criteria for the evaluation of teachers | Comments |
|--|----------|
| Planning, Preparation, & Instruction
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Classroom Environment
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Professional Responsibility
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Option for Tenured Teacher
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Formal Observations
 <input type="checkbox"/> Support Team
 <input type="checkbox"/> Action Research
 <input type="checkbox"/> Portfolio </div> <div style="width: 50%;"> <input type="checkbox"/> Problem Based Team
 <input type="checkbox"/> Teacher Journal
 <input type="checkbox"/> Videotape
 <input type="checkbox"/> Presentation to a group of educators </div> </div> | |

Copies to teacher, evaluator, and personnel file

Goals:

Recommendations:

Additional Comments:

Signature of Evaluator

Title

Date

*

Signature of Teacher

Date

* The teacher's signature does not necessarily mean that s/he agrees with the comments in this evaluation. The teacher may submit a written reply.

TEACHER ANNUAL SUMMATIVE EVALUTION RUBRIC - To be used in the preparation of a Teacher's Annual Summative Evaluation

I. Planning, Preparation, and Instruction

| | Evidence | Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/Accomplished |
|---|-----------------|--|---|--|--|
| Knowledge of student development and use of effective instructional strategies to accommodate varied approaches to learning | | Limited knowledge of student development and limited use of appropriate instructional strategies
<input type="checkbox"/> | Some knowledge of student development, but inconsistent use of appropriate instructional strategies
<input type="checkbox"/> | Adequate knowledge of student development and frequent use of appropriate instructional strategies. <input type="checkbox"/> | Knowledge of student development and frequent and consistent use of appropriate instructional strategies
<input type="checkbox"/> |
| Instructional objectives aligned with NYS Standards and NVCSD Curriculum | | Instructional objectives are generally not aligned with state standards and local curriculum <input type="checkbox"/> | Instructional objectives are inconsistently aligned with state standards and local curriculum
<input type="checkbox"/> | Instructional objectives usually aligned with state standards and local curriculum.
<input type="checkbox"/> | Instructional objectives are frequently and consistently aligned with state standards and local curriculum <input type="checkbox"/> |
| Knowledge and use of resources | | Unaware of resources available to engage students in meaningful learning <input type="checkbox"/> | Limited awareness and use of resources available to engage students in meaningful learning
<input type="checkbox"/> | Evidence of using available resources to engage students in meaningful learning.
<input type="checkbox"/> | Frequently and consistently seeks and uses available resources to engage students in meaningful learning <input type="checkbox"/> |

| | | | | | |
|--------------------|--|--|--|--|---|
| Student Assessment | | Rarely implements assessment techniques to measure student progress in learning <input type="checkbox"/> | Inconsistently implements assessment techniques to measure student progress in learning <input type="checkbox"/> | Usually implements assessment techniques to measure student progress in learning. <input type="checkbox"/> | Frequently and consistently implements assessment techniques to measure student progress in learning <input type="checkbox"/> |
| Content Knowledge | | Rarely displays content knowledge. <input type="checkbox"/> | Inconsistently displays content knowledge. <input type="checkbox"/> | Usually displays content knowledge. <input type="checkbox"/> | Frequently and consistently displays content knowledge. <input type="checkbox"/> |

II. Classroom Environment

| | Evidence | Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/Accomplished |
|-----------------------------------|----------|--|---|---|---|
| Teacher Interaction with Students | | Interactions between teacher and students rarely result in a mutually respectful environment. <input type="checkbox"/> | Interactions between teacher and students generally result in a mutually respectful environment. <input type="checkbox"/> | Interactions between teacher and students usually result in a mutually respectful environment. <input type="checkbox"/> | Interactions between teacher and students frequently and consistently result in a mutually respectful environment. <input type="checkbox"/> |
| Classroom management | | Rarely maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> | Inconsistently maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> | Usually maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> | Frequently and consistently maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> |

Copies to teacher, evaluator, and personnel file

III. Professional Responsibility

| | Evidence | Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/Accomplished |
|--------------------------|----------|---|---|---|---|
| Professional Development | | Rarely engages in professional development relating to classroom performance and subject content.
<input type="checkbox"/> | Occasionally engages in professional development relating to classroom performance and subject content.
<input type="checkbox"/> | Usually engages in professional development relating to classroom performance and subject content. <input type="checkbox"/> | Frequently and consistently engages in professional development relating to classroom performance and subject content. <input type="checkbox"/> |
| Communication | | Limited or inappropriate communication with colleagues, parents and community. <input type="checkbox"/> | Some, but inconsistent, communication with colleagues, parents and community. <input type="checkbox"/> | Usually, but on rare occasions, does not communicate with colleagues, parents and community. <input type="checkbox"/> | Frequently and consistently communicates with colleagues, parents and community with information that is appropriate, clear and concise. <input type="checkbox"/> |
| Collaboration | | Little or no collaboration with colleagues to effectively meet student needs. <input type="checkbox"/> | Some, but inconsistent, collaboration with colleagues to effectively meet student needs. <input type="checkbox"/> | Usually, but on rare occasions does not collaborate with colleagues to effectively meet student needs. <input type="checkbox"/> | Frequently and consistently collaborates with colleagues to effectively meet student needs. <input type="checkbox"/> |

Newark Valley Annual Summative Evaluation: Pupil Personnel

- ❖ Conference with employee may be held anytime in the last quarter of the school year.
- ❖ Completed copy of Evaluation to employee no later than last day of staff attendance.

Name: _____ Date: _____ Building: _____

Assessment Approach: _____ Subject: _____

| Criteria for the evaluation of pupil personnel | Comments |
|---|----------|
| Planning and development of guidance program
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Counseling
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Pupil appraisal by counselor
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Educational and occupational planning
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Referral work
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Placement
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Parent orientation
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Staff consulting
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Public relations/Student Involvement
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |

(Pupil Personnel, page 2)

Goals:

Recommendations:

Additional Comments:

Signature of Evaluator

Title

Date

*

Signature of Employee

Date

* The employee's signature does not necessarily mean that s/he agrees with the comments in this evaluation. The employee may submit a written reply.

Copies to teacher, evaluator, and personnel file

FORMATIVE EVALUATION:

Pupil Personnel

Name: _____

Date: _____

Assessment Approach: _____

Building: _____

Teachers providing pupil personnel services shall be evaluated in the following areas:
(Enter comments as "observed" in appropriate boxes)

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|--|-----------------|-------------------|--------------------|-----------------------------|
| Planning and Development of Guidance Program | | | | |
| Assists in defining objectives of the program, identifying the guidance needs of pupils and implementing various aspects of the program. | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Counseling | | | | |
| Assists the pupil to understand and accept him/herself as an individual, thereby making it possible for the pupil to express and develop an awareness of his/her own ideas, feelings, values and needs. Seeks to develop in the pupil a greater ability to cope with and solve and an increased competence in making decisions. | | | | |

Comment: _____

- Use of this category requires an explanatory comment.

FORMATIVE EVALUATION: Pupil Personnel Page 2

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Pupil Appraisal
by Counselor | | | | |
| Coordinates the accumulation of information concerning pupils through such means as conferences with pupils and parents, standardized test scores, academic records, personal data, records of past experience and inventories; assists in the organization and maintenance of confidential files of pupil data; interprets pupil information to pupils, parents, teachers, administrators, and others professionally concerned with the pupil. | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Educational
and
Occupational
Planning | | | | |
| Assists the pupil and his parents in relating the pupil's interest, aptitudes and abilities to current and future educational and occupational opportunities and requirements, long-range educational plans and choices; collects and disseminates to pupils and parents information concerning careers, opportunities for further education and training, and school curricular offerings. | | | | |

Comments: _____

*Use of this category requires an explanatory comment.

FORMATIVE EVALUATION: Pupil Personnel Page 3

Copies to employee, evaluator, and personnel file

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|--|-----------------|-------------------|--------------------|-----------------------------|
| Referral Work | | | | |
| Assists pupils and parents who need referral to other specialists in pupil personnel services and community agencies; maintains a close working relationship in referrals to other specialists in pupil personnel services; identifies pupils with special needs which require the services of referral sources; assists with developing working relationship with community resource providers. | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|--|-----------------|-------------------|--------------------|-----------------------------|
| Placement | | | | |
| Helps pupils and parents to make a long-range plan of study for the student's school years and assumes responsibility for periodic review and revision of such plans according to need as shown by such factors as changes in school achievement, the pupil's maturity and new goals; plans with administrators and teachers to (1) provide appropriate classroom placement for pupils with special abilities or disabilities and (2) to establish procedures of course selection by pupils and grouping of pupils; helps furnish pupil data for new pupils, and gives individual pupil data to educational and training institutions, prospective employers, and employment agencies; confers with admissions personnel and personnel directors as requested. | | | | |

Comments: _____

*Use of this category requires an explanatory comment.

FORMATIVE EVALUATION: Pupil Personnel Page 4

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Parent Orientation | | | | |
| Interprets the guidance and counseling services of the school; assists parents in developing realistic perceptions of their children's aptitudes, abilities, interests, attitudes and development as related to educational and occupation planning, school progress, and personal-social development; provides parents with information about school policies and procedures related to; school course offerings, educational and occupational opportunities and requirements and resources. | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Staff Consulting | | | | |
| Shares appropriate individual pupil data with staff members with due regard to confidentiality; helps teachers to identify pupils with special needs or problems and keeps teachers informed of developments concerning individual pupils which might have a bearing upon the classroom situation; participates in in-service training programs, staff meeting, and case conferences. | | | | |

Comments: _____

*Use of this category requires an explanatory comment.

FORMATIVE EVALUATION: Pupil Personnel Page 5

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|--|-----------------|-------------------|--------------------|-----------------------------|
| Public Relations /Student Involvement | | | | |
| Participates in school programs and/or other co-curricular activities. | | | | |

Recommendations: _____

Comments: _____

Signature of Evaluator

Title of Evaluator

Date

**

Employee Signature

Date

** The employee's signature does not necessarily mean that s/he agrees with the comments in this evaluation. The employee may submit a written reply.

*Use of this category requires an explanatory comment.

Additional Formative Evaluation Information Professional Responsibilities

Professional responsibilities are:

- Reflecting on school counseling
- Maintaining accurate records
- Communicating with families
- Contributing to the school and district
- Growing and developing professionally
- Showing professionalism

Employee's Comments:

Evaluator's Comments:

Attach to Formative Evaluation

Newark Valley Annual Summative Evaluation: School Psychologist

- ❖ Conference with employee may be held anytime in the last quarter of the school year.
- ❖ Completed copy of Evaluation to employee no later than last day of staff attendance.

Name: _____ Date: _____ Building: _____

Assessment Approach: _____ Subject: _____

| Criteria for the evaluation of school psychologist | Comments |
|--|----------|
| CSE/CPSE/504 involvement
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Assessment & Report writing
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Evaluation & Diagnosis
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Consultation & Collaboration
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Counseling
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Record Keeping
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Parent orientation
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Development of IEP/504
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |
| Professional Growth & Development
<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Meets Expectations <input type="checkbox"/> Proficient/Accomplished | |

Goals:

Recommendations:

Additional Comments:

Signature of Evaluator

Title

Date

*

Signature of Employee

Date

* The employee's signature does not necessarily mean that s/he agrees with the comments in this evaluation. The employee may submit a written reply.

FORMATIVE EVALUATION:

School Psychologist

Name: _____

Date: _____

Assessment Approach: _____

Building: _____

School Psychologists shall be evaluated in the following areas:

(Enter comments as "observed" in appropriate boxes)

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| CSE/CPSE/504 Involvement | | | | |
| Serves as a mandated member of the Committee on Special Education (CSE), the Committee on Preschool Special Education (CPSE) and Section 504 Multidisciplinary Team | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Assessment & Report Writing | | | | |
| Conducts student psychological testing and assessments as requested. Prepares, interprets and submits required psychological reports. | | | | |

Comment: _____

- Use of this category requires an explanatory comment.

FORMATIVE EVALUATION: School Psychologist Page 2

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Evaluation & Diagnosis | | | | |
| Evaluates and diagnoses students with special needs. Identifies the need for services through a comprehensive assessment and facilitates the resolution of situations where cognitive, behavioral and social factors interfere with a student's ability to attain his or her potential. | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|--|-----------------|-------------------|--------------------|-----------------------------|
| Consultation & Collaboration | | | | |
| Consults and collaborates with school personnel, parents and agencies appropriately in meeting student needs and in determining students' eligibility to CSE. Provides education and support to parents regarding the CSE process. | | | | |

Comments: _____

*Use of this category requires an explanatory comment.

FORMATIVE EVALUATION: School Psychologist Page 3

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Counseling | | | | |
| Provides counseling to students experiencing social, emotional and/or learning difficulties who are referred by the school's professional staff, parents or outside agencies. Assists with the development and management of Behavior Plans. Refers students to professionals and/or agencies outside the school district for specialized services. | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|---|-----------------|-------------------|--------------------|-----------------------------|
| Record Keeping | | | | |
| Maintains confidential records for all psychological services provided to students. | | | | |

Comments: _____

*Use of this category requires an explanatory comment.

FORMATIVE EVALUATION: School Psychologist Page 4

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|--|-----------------|-------------------|--------------------|-----------------------------|
| Development of IEP/504 | | | | |
| Assists in the formulation of the Individualized Education Plan (IEP) or Section 504 Accommodation Plan. | | | | |

Comments: _____

| | *Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/
Accomplished |
|--|-----------------|-------------------|--------------------|-----------------------------|
| Professional Growth & Development | | | | |
| Seeks professional growth and participates in in-service training opportunities. | | | | |

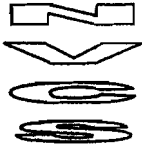
Comments: _____

Signature of Evaluator Title of Evaluator Date

** _____
Employee Signature Date

** The employee's signature does not necessarily mean that s/he agrees with the comments in this evaluation. The employee may submit a written reply.

*Use of this category requires an explanatory comment.



Observation

DEFINITION:

An observation is an in-class look at instruction for a minimum of one class period.

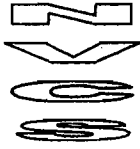
CRITERIA:

The observation must include:

- Pre-observation conference with the supervisor. Teacher pre-observation form is required.
- Observation with supervisor taking notes or scribing during the lesson.
- Post observation conference should be held within five school days.
- The NVCS Teacher Observation Rubric will be used as a basis for discussion at the post-observation conference and the teacher will receive a copy of the completed observation at that time.

TIME-LINE:

To be completed and submitted on or before May 15th.



Teacher Pre-Observation

Please submit a lesson plan and this Pre-observation Conference form to the supervisor prior to the observation.

- 1) What will the students know and be able to do as a result of the lesson.

- 2) How will you know the students learned the lesson objectives? Describe how you will assess student progress during the lesson and at the close of the lesson.

- 3) What will you do for students who do not learn what you intended for them to learn?

NAME _____

Date of Observation _____

TEACHER OBSERVATION RUBRIC**I. Planning, Preparation, and Instruction**

| | Evidence | Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/Accomplished |
|---|----------|---|--|--|---|
| Knowledge of student development and use of effective instructional strategies to accommodate varied approaches to learning | | Limited knowledge of student development and limited use of appropriate instructional strategies <input type="checkbox"/> | Some knowledge of student development, but inconsistent use of appropriate instructional strategies <input type="checkbox"/> | Adequate knowledge of student development and frequent use of appropriate instructional strategies. <input type="checkbox"/> | Knowledge of student development and frequent and consistent use of appropriate instructional strategies <input type="checkbox"/> |
| Instructional objectives aligned with NYS Standards and NVCSD Curriculum | | Instructional objectives are generally not aligned with state standards and local curriculum <input type="checkbox"/> | Instructional objectives are inconsistently aligned with state standards and local curriculum <input type="checkbox"/> | Instructional objectives are usually aligned with state standards and local curriculum. <input type="checkbox"/> | Instructional objectives are frequently and consistently aligned with state standards and local curriculum <input type="checkbox"/> |

| | | | | | |
|--------------------------------|--|---|--|---|--|
| Knowledge and use of resources | | Unaware of resources available to engage students in meaningful learning
<input type="checkbox"/> | Limited awareness and use of resources available to engage students in meaningful learning
<input type="checkbox"/> | Some evidence of using available resources to engage students in meaningful learning.
<input type="checkbox"/> | Frequently and consistently seeks and uses available resources to engage students in meaningful learning
<input type="checkbox"/> |
| Student Assessment | | Rarely implements assessment techniques to measure student progress in learning
<input type="checkbox"/> | Inconsistently implements assessment techniques to measure student progress in learning
<input type="checkbox"/> | Usually implements assessment techniques to measure student progress in learning.
<input type="checkbox"/> | Frequently and consistently implements assessment techniques to measure student progress in learning
<input type="checkbox"/> |
| Content Knowledge | | Rarely displays content knowledge
<input type="checkbox"/> | Inconsistently displays content knowledge.
<input type="checkbox"/> | Usually displays content knowledge.
<input type="checkbox"/> | Frequently and consistently displays content knowledge.
<input type="checkbox"/> |

II. Classroom Environment

| | Evidence | Unsatisfactory | Needs Improvement | Meets Expectations | Proficient/Accomplished |
|-----------------------------------|----------|--|---|---|---|
| Teacher Interaction with Students | | Interactions between teacher and students rarely result in a mutually respectful environment. <input type="checkbox"/> | Interactions between teacher and students generally result in a mutually respectful environment. <input type="checkbox"/> | Interactions between teacher and students usually result in a mutually respectful environment. <input type="checkbox"/> | Interactions between teacher and students frequently and consistently result in a mutually respectful environment. <input type="checkbox"/> |
| Classroom management | | Rarely maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> | Inconsistently maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> | Usually maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> | Frequently and consistently maintains a classroom environment that enhances learning for all students. <input type="checkbox"/> |

Recommendations:

Additional Comments:

Teacher Signature

Date

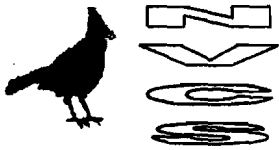
Supervisor's Signature

Date

Teacher Post Observation

Please take a few minutes to reflect on your lesson, and bring these notes with you to the post-observation conference.

- 1) How did it go overall?
- 2) Did the students learn the intended material/skills?
- 3) How do you know that?
- 4) What did you do for those who didn't learn the material/skills?
- 5) Will you do anything differently the next time you teach this, or a similar, lesson?



Tenured Personnel

The following are available to tenured staff members in the Newark Valley Central School District as evaluation options. An option should be selected and agreed upon by the staff member and the supervisor. This should be returned to your supervisor on or before October 1st.

☐ Problem Based Team

☐ Teacher Journal

☐ Videotape

☐ Presentation to a group of educators

☐ Support Team

☐ Action Research

☐ Portfolio

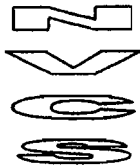
☐ Observation

Are there any resources you anticipate needing to complete the option you have chosen?

Staff Member Signature: _____ Date: _____

Approved Date: _____ Supervisor Signature: _____

Copies to Employee, Supervisor and Personnel File by October 25



Portfolio

Staff Member: _____ Year: _____

Position: _____ Dept: _____

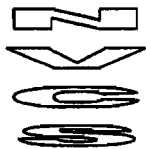
Immediate Supervisor(s): _____

Use the back of this sheet, or add sheet(s), if necessary, to describe your response to the questions below.

Check criteria (one) you will focus on and describe it on back:

- 1) ☐ Describe the Unit Plan you intend to undertake and attach plan to form.
- 2) ☐ Describe the implementation of strategies and instructional practices.
- 3) ☐ Describe your instructional plan and timeline.
- 4) ☐ Describe in what areas you will be looking for professional growth.

What do you hope to know or be able to do as a result of your Portfolio?



Portfolio

DEFINITION:

A portfolio is a collection of examples of work that may be used for self-evaluation, information and celebration. It is a record of learning that focuses on a teacher's work and his/her reflection on the work.

CRITERIA:

Each professional portfolio must include:

- a statement of the goals for your portfolio and
- a summary including new knowledge, plans for the future, progress toward goals stated in the preface and final reflection on the year.

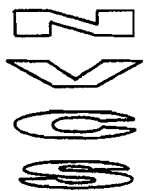
Upon mutual agreement of the employee and the administrator, one of the following will be included:

1. A unit of instruction with lesson plans, student work, assessment strategies and tests for that unit. Commentaries (anecdotal and reflective) on student learning and instruction need to be included.
2. Evidence of using strategies and instructional practices learned in staff development and commentaries discussing how the implementation worked in the classroom - Evidence could include: lesson plans, samples of student work, photographs, videotape, conferences attended, etc.
3. Year-long instructional plans and timelines - analyze and reflect on obstacles, modifications and final outcomes (include student work).
4. Evidence of growth as an employee: commentaries on lessons you felt were particularly successful and reflections on lessons that did not work and what you did to improve them. (Evidence could include photographs of class activities, videotapes of lessons, student work, and lesson plans.)

Upon completion, the portfolio will be presented to the employee's immediate supervisor. The supervisor will review the portfolio and conference with the teacher on its contents and implication for the employee's growth.

TIME-LINE:

To be completed and submitted on or before May 15th.



Teacher Journal

DEFINITION:

A Journal is a collection of written reflections where the employee focuses attention on his/her goals and objectives for the year.

CRITERIA:

Journal must include:

1. A statement at the beginning of the journal including goals and objectives for the year.
2. At least one weekly entry throughout course of year.
3. A variety of the following:
 - Instruction and assessment:
 - Extent to which students were engaged
 - Strengths and weaknesses of lesson and/or assessment
 - Recommended modifications
 - Classroom environment/management of student behavior
 - Contacts with family
 - Professional development experience and application to the classroom
 - Case study of a particular student or group of students

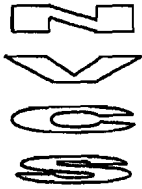
Remember that reflection is more than simply reporting on what is happening in the classroom.

4. A summative statement about your year connecting your initial statement with your journal entries.

Upon completion, the journal will be presented to the employee's immediate supervisor. The supervisor will review the journal and conference with the teacher on its contents and implication for the employee's growth.

TIME-LINE:

To be completed and submitted on or before May 15th.



Videotape

DEFINITION:

Create a videotape of a lesson (minimum of 30 minutes).

CRITERIA:

Videotape must include the following:

1. Facilitation of questioning.
2. Differentiation of instruction.
3. Classroom Management

PREPLANNING:

1. Consult with supervisor and agree mutually upon the focus of the videotape.
2. Submit lesson plan and activities

TEACHER PRESENTATION:

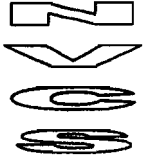
1. Lesson is videotaped.
2. Teacher reviews the videotape and writes a reflection on the lesson.
3. Submit the videotape and written reflection.

POST CONFERENCE:

The supervisor will review the videotape and reflection and conference with the teacher regarding its contents and implications for the employee's growth. Videotape will be returned at that time.

TIME-LINE:

To be completed and submitted on or before May 15th.



Problem-Based Team

DEFINITION:

Team of 2-5 staff members work together to define a problem & develop solutions.

CRITERIA:

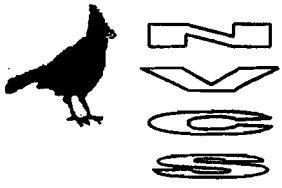
1. Each team will develop its own organization, schedule, resource list, timetable, and outcomes.
2. The following questions should be addressed:
 - a. Definition of problem.
 - b. What is happening?
 - c. What do we need to know?
 - d. What have we learned?
 - e. What are the possible solutions?
 - f. What solution was used, & why?

POST CONFERENCE:

Upon completion of the project, the team will present the solution to the supervisor. This should include a written summary that addresses the questions listed above. The supervisor will review the written summary and conference with the employee regarding its contents and implications for the employee's growth.

TIME-LINE:

To be completed and submitted on or before May 15th.



Support Team Approach

DEFINITION:

A group of 3 to 5 colleagues meet every three to four weeks for the purpose of reporting and reflecting on their progress toward the annual goals they have set for the year. The purpose of the periodic meeting is to give each member the opportunity to make a public assessment of one's own progress in a non-threatening, non-judgmental environment and to solicit support and advice from experienced colleagues.

CRITERIA:

Each member participating in the Support Team must

- have annual goals stated. Individuals may share the same plans or may each have separate goals.
- write a summary indicating how the group process helped enhance his/her ability to meet professional goals. (Evidence indicating professional growth should be attached, photographs of class activities, videotapes of lessons, examples of students work, lesson plans, etc.)

The Support Team must

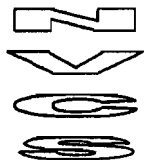
- set meeting dates and times to be shared with the administrator. The support Team will meet a minimum of four times.
- keep minutes of each meeting to be shared with the administrator.
- adhere to a strict equal time schedule so that no one ends up dominating the meeting with his or her personal concerns.

POST CONFERENCE:

Upon completion, the minutes of each meeting and written summary of each individual support team member will be presented to the employee's immediate supervisor. The supervisor will review the minutes and written summary and then conference with the employee regarding its contents and implications for the employee's growth.

TIME-LINE:

To be completed and submitted on or before May 15th.



Action Research

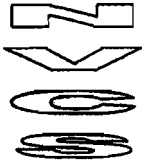
Staff Member: _____ **Year:** _____

Position: _____ **Dept:** _____

Supervisor(s): _____

Describe your thesis or topic of interest. If you have a problem to be addressed, please describe. Make a learner impact statement.

1. Describe your plan to address the problem, including target learners, resources needed, methods/strategies, and impact of change on the other programs. List learning standards to be addressed.
2. Describe what students will know and be able to do as a result of this research.



Action Research

DEFINITION:

Action research is a process of inquiry conducted by the employee to evaluate how a change in that employee's instruction and/or assessment impacts student achievement.

CRITERIA:

- Identify topic for investigation.
- Address how it may impact instruction.
- Demonstrate how it will impact student achievement.

PRESENTATION:

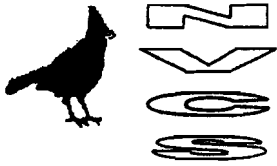
The teacher will write a reflective narrative that will include test results, students' self-evaluation, samples of student work, and some ideas about improvement for next time. An oral presentation to the supervisor or faculty is optional.

POST CONFERENCE:

The supervisor will review the written narrative and conference with the employee regarding its contents and implications for the employee's growth.

TIME-LINE:

To be completed and submitted on or before May 15th.



Professional Presentation

DEFINITION:

Presenting to a group of people for the purpose of informing and/or increasing their knowledge on a specific issue or topic in the following areas: student achievement, instructional content, strategies, school climate, classroom management, or other as agreed upon with the supervisor. The presentation (of at least 30 minutes) could be made to colleagues, parents, professional organizations, or as a Teacher Center Workshop.

CRITERIA:

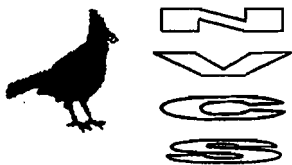
- Identify topic to be presented/questions to investigate.
- Identify audience.
- Design an outline of the presentation and an evaluation form for attendees to complete at the end of the presentation.

POST CONFERENCE:

Upon completion of the presentation, the employee will provide the supervisor with a summary of the presentation and summary of the evaluations. The supervisor will review this with the employee regarding its contents and implications for the employee's growth.

TIME-LINE:

To be completed and submitted on or before May 15th.



Professional Improvement Plan

PROCESS:

Supervisors have the responsibility to evaluate the performance of professional staff. If the performance is unsatisfactory as measured by the formal evaluation process, the supervisor will recommend the employee for an assistance plan or may pursue termination through due process following New York State laws and regulations.

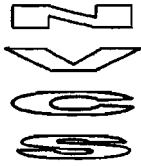
He/she may be identified by their supervisor based on the formal evaluation process and performance on the summative evaluation (found in this document).

The supervisor will have a conference with the employee to establish entry into the Professional Improvement Plan (PIP). The Union representative will also be notified at that time.

An individual written improvement plan will be prepared by the employee's immediate supervisor, another administrator, and the employee, with collaboration from the Association and other appropriate resources.

The PIP will include:

- Identification of the specific behavior(s), techniques, criteria or standard(s), which are in need of improvement.
- Identification of the specific behavior(s), techniques, criteria or standard(s), which are required for performance and resources and support, needed.
- An outline of a program designed to achieve acceptable performance, listing specific performance directives.
- A timetable for the required improvement in performance.
- A timetable for status reports to the employee indicating whether improvements in performance are evident or still lacking.
- A timetable and method for evaluating the employee's improvement, with more than one Administrator evaluating the employee's performance.



Professional Improvement Plan

- Notification to the employee that improvement of performance to an acceptable level in accordance with standards, etc., is expected, and failure to improve performance to that level may result in dismissal
- Documentation of the PIP process will be included in Personnel File.

At the conclusion of the plan, the employee's immediate supervisor will report to the Superintendent about the progress the employee has accomplished. A copy will be provided to the employee. If a proficient level of performance is reported, the PIP will be terminated.

If the employee has not exhibited a level of improvement commensurate with the expectations as delineated in the employee's improvement plan, the Superintendent may take appropriate action.

If the identified employee refuses to recognize deficiencies and/or rejects the referral to PIP, the District may take action.

Newark Valley Professional Improvement Plan

Employee

Date

Building

Professional Improvement Plans are developed and implemented to assist the employee in meeting the performance expectations in Newark Valley. The employee and supervisor will work together to improve employee performance to better serve the students of the Newark Valley Central School District.

1. Area for improvement:

☐ Planning, Preparation, and Instruction

☐ Classroom Environment

☐ Professional Responsibilities

☐ Other Areas

Professional Improvement Plan (continued)

2. Improvement Plan(s):

Objective:

Materials:

Training:

Timetable:

1.

2.

3.

4.

5.

6.

3. Demonstration of Competency:

4. Employee's Comments:

Professional Improvement Plan (continued)

Plan Developed: _____
Employee's Signature/Date Supervisor's Signature/date

If Plan Revised (date/initials): _____

If Alternate Plan Developed (date/initials): _____

Supervisor's Comments:

Employee's Comments:

Plan Completed: _____
Employee's Signature/Date Supervisor's Signature/Date

cc: Personnel File

A Super Second



Teacher: _____ Date: _____

Grade: _____ Location: _____

While in your classroom, I noticed:

Principal

1000